

August 14, 2025

Mayor and Aldermen of the City of Savannah  
2 East Bay Street  
Savannah, GA 31401

RE: Restricted Grant from the SCAD SERVE Community Fund

Dear Mayor and Aldermen of the City of Savannah:

Congratulations! The Savannah College of Art and Design, Inc., a Georgia nonprofit corporation (“**SCAD**” or the “**Grantor**” or “**We/Us/Our**”) has approved the grant application provided herein as Attachment “A” (the “**Application**”) of the Mayor and Aldermen of the City of Savannah (the “**Grantee**” or “**You/Your**”) to support the work of the Savannah Police Department. This letter serves as the grant agreement (this “**Agreement**”) between SCAD and the Grantee and outlines the terms and conditions that apply to SCAD’s funding (the “**Grant**”).

SCAD desires to support Grantee’s work as outlined in the Application. In consideration thereof, SCAD and the Grantee are entering into this Agreement, intending this Agreement to be a legally binding document governing the Grant. SCAD and the Grantee agree as follows:

1. **Core Terms of the Grant.**

1.1.	Name of the project (the “ <b>Project</b> ”) to be funded by the Grant:	Technology Enhancements for Public Safety
1.2.	Total amount to be funded under the Grant:	\$971,935
1.3.	Period in which to expend the Grant (such period, the “ <b>Grant Period</b> ”):	July 2025-June 2026
1.4.	Terms on which SCAD will fund the Grant:	<p>SCAD’s payment of Grant funds are conditioned on (a) Your acceptance of the terms of this Agreement by Your signature below and (b) Your compliance with this Agreement, as determined by SCAD in its sole discretion.</p> <p>SCAD shall disburse the funds on a quarterly basis as follows [Dates can be amended if project schedule requires]:</p> <ul style="list-style-type: none"> <li>- First distribution will be within thirty (30) days after this Agreement is fully executed;</li> <li>- Second distribution will be on or before October 1, 2025;</li> </ul>

		<ul style="list-style-type: none"> <li>- Third distribution will be on or before January 1, 2026; and</li> <li>- Fourth distribution will be on or before April 1, 2026.</li> </ul> <p>SCAD may withhold or modify the amount of any payment in its sole and absolute discretion (a) until You meet the milestones set forth above or (b) if you do not submit financial records regarding the previously disbursed funds, as determined by SCAD.</p>
1.5.	Additional conditions on the Grant:	The Project and all Grant funds must serve people living or working in Savannah, Georgia communities. The Grant funds must be applied to capital projects and may not be used for operating expenses.

## 2. General Conditions of the Grant.

### 2.1. **Proper Use of Funds.**

(A) The Grant is made solely for the purposes stated in this Agreement. The funds provided hereunder may be spent only in compliance with the provisions of this Agreement and as stated in the Application.

(B) Funds provided under the Grant may only be used in furtherance of Your exempt purposes. All funds under the Grant must be used in accordance with all applicable laws, regulations, and rulings applicable to charitable organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (as amended, the “**Code**”) and other any other law applicable to Your organization and operations.

(C) Remaining Grant funds shall be immediately returned to SCAD upon written request if:

(1) SCAD, in its sole judgment, determines that You have not performed in accordance with this Agreement, including but not limited to Your use of the funds for operating expenses;

(2) You lose Your exemption from federal income taxation under Section 501(c)(3) of the Code or Your status as a public charity under Section 509(a) of the Code, as applicable;

(3) You go out of existence, in whole or in part, whether as a result of bankruptcy, liquidation, dissolution, merger, consolidation, or other form of reorganization;

(4) You cease or significantly curtail Your operations;

(5) You change Your charitable purposes or functions; or

(6) SCAD reasonably determines that such actions are necessary.

2.2. **No Change in Grant Purpose or Project.** You will not make any material change to the Grant, the Project, or the activities described in the Application without SCAD's prior consent.

2.3. **Repayment of Unused Funds at the End of the Grant Period.** You shall return to Us any portion of the Grant funds not used for the Project no later than fourteen (14) business days after the end of the Grant Period.

2.4. **Recordkeeping.**

(A) You are responsible for the expenditure of funds and for maintaining complete and clear supporting records and documentation, all of which will be in accordance with generally accepted accounting practices.

(B) You will treat the funds disbursed under this Grant as "net assets with donor restrictions" in accordance with ASC Topic 958.

2.5. **Publicity.**

(A) You will acknowledge Our contribution to the Project in any materials published or broadcast that discuss or promote the Project, including press releases and/or published articles. We reserve the right to approve in writing any press releases, social media posts, media interviews, or other published material prior to distribution.

(B) We may, upon request, allow You to use Our logo on public communications. You will obtain SCAD's prior written consent before making any use of SCAD's name or logo. If requested by SCAD, You will promptly cease public use of SCAD's name or logo.

(C) You shall use the following language in public announcements to acknowledge Our contribution to the Project: *"Thanks to the SCAD SERVE Community Fund for supporting this program."*

(D) SCAD may (1) disclose information about the Grant, including Your name and information about the Project, in any format including on Our website or social media accounts, (2) use Your logo, (3) use any footage, photographs, and recordings that You provide Us under this Agreement, and (4) link to Your website from Our website. You agree that We may do this at any time, without payment to You and without Your prior review. You hereby release SCAD from any cause of action that You have, or may have, arising out of the use, distribution, adaptation, reproduction, broadcast, or exhibition of any information governed by this section.

2.6. **Relationship of SCAD and the Grantee.**

(A) This Agreement does not create a partnership, joint venture, fiduciary relationship, or any similar relationship for any purpose. Although the parties may call each other

“partners,” both SCAD and the Grantee agree that this language is not intended to create a legal partnership but is rather used for convenience.

(B) You will not hold Grantee out as an agent or representative of, or allow Your employees, agents, volunteers, and representatives to speak or act on behalf of, or purport to speak or act on behalf of SCAD, including, without limitation, making statements that purport to be official positions of SCAD.

(C) You acknowledge that, except as stated in Section 1 of this Agreement, SCAD has no obligation to provide any financial support to You in any form, including making loans, making additional grants, advancing cash, or covering direct expenses. The Grantee is responsible for its own overhead and expenses, and the conduct of the Grantee, its agents, its employees, its volunteers, and anyone else acting on behalf of the Grantee are solely the responsibility of the Grantee.

(D) SCAD has made no actual or implied promise of funding beyond this Grant.

## 2.7. Insurance and Indemnification

(A) You will indemnify, defend, and hold harmless SCAD and its directors, officers, and employees from and against any and all claims, liabilities, losses, damages, costs, and expenses (including attorney’s fees) arising out of or relating to the Grant, the Project, or this Agreement, except to the extent that any event giving rise to such a claim was caused by the gross negligence, bad faith, or willful misconduct of SCAD, as determined by a court of competent jurisdiction. In no event shall SCAD be liable to Grantee for any incidental, consequential, or punitive damages.

## 3. Specific Conditions of the Grant.

### 3.1. Principal Contact Person

(A) SCAD and the Grantee will each appoint one individual (each such person, a “**POC**”) to act as the principal contact person for notices and other communications regarding this Agreement and the Grant. All reports, notices, and other documents or media required or permitted to be sent to a party under this Agreement or the Grant must be sent to the POC.

(B) Either party may change their POC by sending a written notice to the other party through its POC.

(C) The failure to send a report, notice, or other document to the appropriate party’s POC will result in the report, notice, or other document not being received by that party.

(D) Initially, SCAD’s POC is:

Name: Brent Marona

Title: Vice President of Finance

Address: 1600 Peachtree St. N

Atlanta, GA 30309

Phone Number: 912.525.6146

Email: bmarona@scad.edu

(E) Initially, the Grantee's POC is:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email: \_\_\_\_\_

(F) Notices, reports, and other documents or multimedia communications will be given to the appropriate party's POC by e-mail or other electronic written communication, by mail, by private courier, or by any other means reasonably designed to reach the recipient. Notice will be deemed delivered and received at the earliest of the following:

(1) if by e-mail, or other electronic communication, at the time such e-mail or electronic communication is sent, unless the sender receives an "error in transmission" or similar message; and

(2) if by mail or private courier service, two business days after the communication is sent to the appropriate POC's address as stated above.

3.2. **Initial Grant Plan.** Unless already submitted in the Application, within thirty (30) days of signing this Agreement, You will provide to Us a budget, work plan, and timeline for completing the Project (the "**Grant Plan**"). The Grant Plan will also include and incorporate:

(A) Performance and evaluation measurements for the Project that include participant and stakeholder feedback; and

(B) Considerations for the long-term maintenance of the Project and its potential long-term impact.

SCAD reserves the right to request amendments to the Grant Plan to ensure consistency with the Project and purpose of the Grant.

3.3. **Communication and Reporting.**

(A) Within thirty (30) days of the end of each calendar quarter, You will provide to Us a report regarding the Grant and the Project, which will include:

- (1) Financial statements that track the use of Grant funds;
- (2) A written narrative description of the Project's progress and achievements, as well as any unexpected outcomes or lessons learned, and which will include photo, video, or other multimedia documentation of the Project's progress; and
- (3) A performance analysis using the measurements outlined in the Grant Plan.

(B) If You prepare audited financial statements, You will provide us with a copy of any audited financial statements, together with copies of any management letters or opinions prepared in connection with the audit.

(C) You agree that, upon written notice and at an agreed-upon time during regular business hours, Our representatives, employees, and/or contractors may visit Your principal place of business and the location of the Project to review the status of the Project. During any site visit, We may tape, photograph, interview, and otherwise document activities related to the Grant or the Project. You also agree that, during any such visit or upon Our written request, that you will provide supporting documentation from Your books and records regarding the financial statements referenced in Section 3.3(A)(1) of this Agreement.

3.4. **Final Report.** Within ninety (90) days after the end of the Grant Period, You will provide Us with a final, detailed report (the "**Final Report**") on the outcomes and impact of the Project. At a minimum, the Final Report will include:

(A) A performance analysis using the measurements outlined in the Grant Plan, together with other feedback from participants and stakeholders involved in the Project to assess satisfaction, identify areas for improvement, and measure effectiveness;

(B) A written narrative description of the Project's achievements, including the names and contact information of at least five (5) individuals or organizations directly impacted by the Project who would be willing to attest to the value of the Project, as well as any unexpected outcomes or lessons learned;

(C) Multimedia documentation of the Project;

(D) Plans for maintaining the value and impact for the Project beyond the Grant Period, including plans for ongoing maintenance, periodic evaluations, and partnerships to ensure sustained effectiveness.

You will also disseminate the Final Report to your other stakeholders, which may include posting the Final Report onto Your website and holding presentations or small group sessions with stakeholders.

3.5. **Prohibited Uses of the Grant Funds.** Without limiting the generality of paragraph 2.1, no funds provided under the Grant may be used for the following purposes:

(A) Routine operating expenses required for the day-to-day functioning of Your organization;

- (B) Reducing Your debt or retiring past operating deficits;
- (C) Sponsorships, dinner events, conferences, or one-time special occasions;
- (D) Fellowships or other direct financial support of individuals;
- (E) Financial assistance in the form of loans;
- (F) Supporting political campaigns or partisan activities;
- (G) Establishing or enhancing endowment funds; or
- (H) Any other activity not permitted under Section 501(c)(3) of the Code.

4. **Termination.** SCAD may, at its sole and absolute discretion, (i) suspend any payment of the Grant upon fourteen days' notice to the Grantee, (ii) immediately terminate the Grant and this Agreement, or (iii) immediately terminate the Grant and demand repayment of the Grant in full, upon the occurrence of any of the following:

- 4.1. The Grantee materially breaches this Agreement;
- 4.2. The Grantee loses its status as a tax exempt organization under Section 501(c)(3) of the Code;
- 4.3. The Grantee abandons work on the Project;
- 4.4. The Grantee uses the Grant funds for purposes other than the Project or as anticipated by this Agreement;
- 4.5. SCAD discovers that the Application contained fraudulent statements or representations or that the Grant was otherwise fraudulently obtained; or
- 4.6. Circumstances have changed such that SCAD's continued association with the Grantee would materially and adversely impact (A) either SCAD's tax exempt status or other regulatory status or (B) SCAD's reputation, image, mission, or integrity.

Upon termination and SCAD's demand for repayment of the Grant in full, (a) the Grantee will immediately return all Grant funds and any income earned from any investment of the Grant funds within thirty (30) days of SCAD's written notice and demand; (b) SCAD may recover its actual damages incurred by reason of the events giving rise to the termination, including, without limitation, attorneys' fees and costs; and (c) SCAD may seek to obtain injunctive relief to prevent such breach or to otherwise enforce the terms of this Agreement.

## 5. **General Provisions**

5.1. **Entire Agreement.** This Agreement, together with the Application and any other materials incorporated herein by reference, expresses SCAD's and the Grantee's final, complete, and exclusive agreement and supersedes any and all prior or contemporaneous written and oral

agreements, arrangements, negotiations, communications, course of dealing or understanding between SCAD and the Grantee relating to its subject matter.

5.2. **Amendment.** This Agreement may be amended only as stated in and by a writing signed by both SCAD and the Grantee which recites that it is an amendment to this Agreement.

5.3. **Severability.** If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law.

5.4. **Waiver.** Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

5.5. **Assignment.** The Grantee may not assign its rights or delegate its duties under this Agreement to any other person without the prior written consent of SCAD.

5.6. **Compliance with Laws.** Each party acknowledges that it is individually responsible for maintaining compliance in all respects with all applicable federal, state, and local laws, rules, regulations and orders having the binding effect of law (collectively “**Applicable Law**”). Neither of the parties will be responsible for ensuring the other party’s compliance with Applicable Law at any time, unless so required under Applicable Law.

5.7. **Third-Party Beneficiaries.** This Agreement is for the exclusive benefit of the Grantee and SCAD and not for the benefit of any third-party, including, without limitation, any employee, affiliate, contractor, vendor of the Grantee or of SCAD, or any other person involved in the Grant or the Project.

5.8. **Governing Law; Venue.**

(A) This Agreement is governed by the laws of the State of Georgia, without regard to principles of conflict of laws.

(B) Any and all disputes between SCAD and the Grantee arising out of or relating to this Agreement, the Grant, or the Project will be resolved as follows:

(1) First, the POC designated under paragraph 3.1 of the party asserting a dispute in the performance of this Agreement will give written notice to the other POC, and the POCs will engage in a good faith attempt to resolve the dispute;

(2) If such dispute remains unresolved after thirty (30) days, either party may submit the dispute to binding, expedited arbitration to be conducted in Atlanta, Georgia. The parties agree that any and all disputes between SCAD and Grantee arising out of or related to this Agreement, including without limitation, any dispute involving the interpretation, application, or compliance with the terms and conditions of this Agreement, shall be settled on an individual basis in binding arbitration in Fulton County, Georgia. No dispute may be

brought as a class or collective action, and Grantee agrees that Grantee will not act as a class or collective action representative or participate as a member of a class of claimants with respect to any dispute. The binding arbitration shall be conducted in accordance with the Federal Arbitration Act in accordance with the commercial arbitration rules then in effect with the American Arbitration Association. The final decision of the arbitrator may be enforced by any court of law having jurisdiction over the matter.

Nothing in this Section 5.8 will affect the right of SCAD to terminate this Agreement or the Grant and exercise interim remedies pursuant to paragraph 4.

5.9. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be deemed an original of this Agreement binding on the parties hereto. The exchange of copies of this Agreement and of executed signature pages of this Agreement by electronic imaging or electronic execution technology will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. The signature of a party transmitted electronically (including by scanned copy via Portable Document Format (PDF) or similar technology or via DocuSign or similar technology) will be deemed to be such party's original signature for all purposes.

*[Signatures on the Following Page.]*

City of Savannah

August 14, 2025

Page 10

We are excited about the Project and working with Your organization! If this Agreement reflects Your understanding and agreement of the terms of the Grant, please indicate Your organization's agreement by signing below.

Very Truly Yours,

SAVANNAH COLLEGE OF ART AND  
DESIGN, a Georgia nonprofit corporation

By: \_\_\_\_\_

Brad Grant  
Senior VP for Technology and Development

**Agreed and accepted as of the date first written  
above.**

The Mayor and Aldermen of the City of Savannah

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_